



# Office of Temporary and Disability Assistance

## Home Energy Assistance Program Vendor Agreement HEAP Cooling Assistance Services Component

**Company Name:** \_\_\_\_\_ **Federal ID:** \_\_\_\_\_  
*(Hereinafter referred to as Vendor)*

**Doing Business As (DBA):**  
*Please attach any additional pages if necessary, to list all your DBAs with their locations and contact information.*

**Contact Name:** \_\_\_\_\_ **Telephone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**General Public Telephone Number:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_ **Mailing Address:** \_\_\_\_\_

**Please check all counties or New York City boroughs where your company is willing to provide air conditioner and fan installation services:**

Albany	Delaware	Madison	Putnam	Sullivan
Allegany	Dutchess	Manhattan	Queens	Tioga
Bronx	Erie	Monroe	Rensselaer	Tompkins
Brooklyn	Essex	Montgomery	Rockland	Ulster
Broome	Franklin	Nassau	St. Lawrence	Warren
Cattaraugus	Fulton	Niagara	Saratoga	Washington
Cayuga	Genesee	Oneida	Schenectady	Wayne
Chautauqua	Greene	Onondaga	Schoharie	Westchester
Chemung	Hamilton	Ontario	Schuyler	Wyoming
Chenango	Herkimer	Orange	Seneca	Yates
Clinton	Jefferson	Orleans	Staten Island	
Columbia	Lewis	Oswego	Steuben	
Cortland	Livingston	Otsego	Suffolk	

In order to receive Home Energy Assistance Program (HEAP) payments on behalf of eligible households, the vendor agrees and assures to the New York State Office of Temporary and Disability Assistance to abide by the provisions contained in this agreement. Benefits for cooling services paid directly to vendors will be issued through the NYS Office of the State Comptroller.

## **I. General Provisions**

1. The vendor understands that payment and satisfaction of any claims under HEAP will be made from federal HEAP funds. The vendor further understands and agrees to comply with all requirements of the Low Income Home Energy Assistance Act of 1981, as amended and all policy determinations and directives of NYS OTDA. The supplier may be prosecuted under applicable federal and/or State law for false claims, statements or documents or concealment of material fact.
2. Vendor agrees households receiving assistance from HEAP will not be treated adversely because of such assistance under applicable provisions of State law and public regulatory requirements.
3. Vendor agrees it will not discriminate, either in cost of goods supplied or the services provided, against the household on whose behalf HEAP payments are made.
4. The vendor agrees to treat all information relating to HEAP recipients as confidential information, and will not use any information except as necessary to provide cooling assistance services.
5. The vendor agrees to carry liability insurance and possess all applicable licenses. The vendor agrees to provide documentation of their current license(s) and insurance to the OTDA HEAP Bureau. This information will be treated as confidential and will only be shared with the Social Services District (SSD) as needed.
6. The vendor agrees to notify OTDA if the company is sold, if there is a change in company structure, company name, operational name, or any other change that would affect the Vendor Agreement or customer relationships within five business days.
7. This Agreement will remain in effect unless superseded by another Agreement or terminated by either the vendor or OTDA. This will be accomplished in writing provided 30 days prior notice is given.

## **II. Provisions for Providers of Cooling Assistance Services**

1. Vendor agrees that the total cost of any one cooling assistance service cannot exceed \$800 for a window air conditioner, portable air conditioner, or fan, and cannot exceed \$1,000 for an existing wall sleeve unit.
2. The vendor agrees the total job cost is inclusive of pre-installation onsite assessment, procurement of unit, installation of unit, administrative cost, labor, program support, removal and proper disposal of old unit (if applicable) and minor repairs essential for the safe installation of cooling unit. Funds may not be used for any other purpose.
3. Vendor agrees to assess and determine the appropriate living space within the dwelling for the optimal creation of a cooling room.
4. Vendor agrees to calculate the BTUs of the cooling room to insure the purchase of an appropriately sized air conditioning unit.
5. Vendor agrees to include an assessment of the electrical load capacity of the dwelling and the circuit on which the equipment is to be connected for each customer's dwelling prior to purchasing and installing a unit for a customer. If the customer's electrical system or circuit does not meet the load requirement necessary for the safe operation of the air conditioning unit, a unit may not be purchased or installed.
6. Vendor agrees that in circumstances where an air conditioning unit cannot be safely installed, vendor agrees to notify the district authorizing the assessment and installation and if practical, the district will authorize the vendor to substitute purchase and delivery and or installation of an appropriate fan.
7. Vendor agrees that air conditioning units are limited to: window installations, portable window air conditioning units (only if a window unit may not be safely installed), and existing sleeve installations. Window equipment must be Energy Star rated unless such a unit cannot be obtained or installed. In the event that an Energy Star rated window unit cannot be safely installed, a non-Energy Star rated unit may be installed with preauthorization from the district authorizing the cooling services.
8. Vendor agrees after installation that the maintenance of the air conditioning unit, including the responsibility to remove, cover, store and or reinstall the unit or the installation sleeve, is the responsibility of the recipient or dwelling owner.

9. Vendor agrees to be responsible and to work directly with the recipient or dwelling owner to resolve any issues that arise regarding the installation of the air conditioning unit.
10. Vendor agrees that households which have an operable air conditioner less than five years old will not receive cooling assistance services under this program.
11. Vendor agrees to notify the authorizing district and not proceed with cooling services if, upon onsite inspection, it is determined that the dwelling has an air conditioner which is operable and less than five years old.
12. Vendor agrees not to perform cooling assistance services if said vendor is aware that the household received HEAP funded cooling assistance services within the past five years.
13. Vendor agrees only one air conditioner or fan and installation services per dwelling.
14. Vendor agrees to contact the customer to schedule the onsite assessment and complete cooling assistance service within three weeks of notification by the authorizing district whenever possible.
15. Vendor agrees to register cooling equipment warranties directly with the manufacturer and provide copies of the completed warranty to each customer.
16. Vendor agrees to provide each customer with the manufacturer's literature pertaining to the cooling equipment and to provide instruction as to the safe and proper usage of the cooling equipment provided.
17. Vendor agrees to notify the authorizing district if cooling assistance services cannot be scheduled and completed within three weeks of notification.

### **III. Fees and Payments**

1. Vendor agrees to submit a completed LDSS-5044 HEAP Cooling Assistance Services Invoice (Rev 7/18) for each completed cooling assistance service provided.
2. Vendor agrees final invoices must be submitted within 30 business days of the completion of the cooling assistance services but no later than September 30th of the program year, or payments will not be made. Final bill (invoice) must be submitted to the SSD authorizing the cooling assistance services.
3. Vendor agrees that no customer may be charged, billed or otherwise incur any additional costs for the cooling assistance services authorized under this program; all costs are limited to cooling equipment and installation services as described in this agreement and shall only be billed directly to the authorizing SSD.
4. Vendor agrees HEAP benefits authorized for the purpose of purchasing cooling assistance services may only be applied to cooling assistance equipment and services and may not be used for any other purpose.
5. Vendor agrees New York State Sales Tax will not be collected on cooling assistance equipment and services paid for with HEAP funds. Local County Sales Tax may be collected if applicable.
6. The vendor agrees to comply with program timeframes and submit all payment claims by September 30th of the program year, or within 30 days of services rendered, whichever is later. If the SSD does not receive the claim within the established time period, payments will not be made.
7. The vendor agrees to return any payment made in error upon either receipt of or upon request by the NYS OTDA or SSD within five business days of the request unless the payment was used to complete cooling assistance services as described within this agreement as authorized by the SSD. In such cases, the vendor must notify SSD that cooling assistance services have already been provided for the benefit received.
8. The vendor will not transfer or cash out benefits to customers and/or other vendors. Unexpended funds due to account closing and/or incorrect payments must be returned to the SSD. The LDSS-5043 HEAP Vendor Refund Form should accompany refunds.

#### IV. Audits, Investigation and Penalties

1. The vendor agrees to permit and cooperate with: (1) federal and/or State audits and/or investigations undertaken in accordance with Section 2605 of the Low Income Home Energy Assistance Act of 1981, as amended; (2) audits and/or investigations authorized by OTDA, and also; (3) any State and/or county investigation undertaken to ensure program integrity. The vendor agrees to: respond to any communication or correspondence from any authorized entities within five business days and provide reasonable accommodations for onsite case reviews. Vendor agrees to cooperate with OTDA in establishing a mutually acceptable timeframe within which the vendor will provide information requested by OTDA.
2. If violations of the Vendor Agreement are discovered, the vendor agrees to take corrective actions in the designated timeframes. Corrective actions may include, but are not limited to:
3. Reviewing all customer accounts that received HEAP benefits for the year of review and the current program year,
4. Provide OTDA with full accounting of customer accounts,
5. Provide detailed plans for future companywide changes that will bring the vendor into full compliance with program policy and deadlines for the implementation of those changes.
6. The vendor agrees to support an accounting system and maintain fiscal records adequate to audit for a period of not less than three program years (current year plus three years) and will otherwise verify the proper disbursement of HEAP funds.
7. The vendor understands that failure to cooperate with any federal and/or State audits and/or investigations, or if they fail to properly implement the required corrective actions in the designated timeframes, it may result in disqualification from participation in the current or future HEAP program year(s).
8. If criminal activity relating to the HEAP program rules is alleged through the audit and investigation process, it will result in referrals being made for appropriate prosecution by a District Attorney, Attorney General, the Consumer Protection Board, the Better Business Bureau or any other entity with appropriate jurisdiction; and the vendor may be permanently disqualified from participating in the program.
9. The provisions of this Agreement cannot be altered by the vendor. Any changes made to the Agreement will render the signed Agreement invalid.

#### V. Signature

The undersigned vendor hereby agrees and assures to the NYS OTDA, that the undersigned will comply with the terms and conditions outlined in this Agreement in order to receive monies under the Low Income Home Energy Assistance Program:

I hereby declare that I have read and understand the above and agree to comply and abide with the terms and conditions specified while participating in the HEAP Cooling Services Assistance Program.

Please print or type.

**Company:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Owner's Name:** *(or Owner's Designee)* \_\_\_\_\_

**Title:** \_\_\_\_\_

**Owner's Signature:** *(or Owner's Designee)* \_\_\_\_\_ **Date:** \_\_\_\_\_